



Request for Proposal 09-X-20786

For: Foods: Perishable, Poultry, Various - DSS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	03/30/09	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	04/14/09	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Distribution & Support Services
1620 Stuyvesant Ave.
W. Trenton, NJ 08625

Date: 03/16/09

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**IMPORTANT NOTICE -
NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here:

http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals for various poultry products which will be made available and delivered by the Contractor to Distribution & Support Services (DSS).

The intent of this RFP is to award (a) contract(s) to that (those) responsible bidder(s) whose bid proposals, conforming to this RFP is (are) most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a repurchase of the Foods: Perishable, Poultry, Various - DSS term contract, presently due to expire on 05/19/09 Bidders who are interested in the current contract specifications and pricing information may review the current contract T #1163 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

DSS – Distribution & Support Services

QAL – Quality Assurance Lab at DSS

ARO – After receipt of purchase order.

QPL - Qualified Product List: QPL is a list of products that, (because of the length of time required for analysis and evaluation), have been researched and/or tested in advance of procurement to determine which suppliers, model number or brand names [of goods or products] comply with the specification needs. Vendors may submit products for consideration for inclusion as a QPL item for future bidding opportunities subsequent to contract award and prior to issuance of the next RFP. For the current bid received, only offerings matching the requested QPL will be considered responsive for line items #00001, #00002, #00004, #00005, #00007, #00009, #00012 and #00013 only.

Conversely:

If a manufacturer's previously approved brand and item is found to not meet technical specifications during the course of the contract, that manufacturer's brand may be removed from the approved brands list of the next RFP and the contract may be cancelled if another approved brand cannot be supplied. Also, as per section 4.4.4.2 (Samples/Sample Testing) of the RFP, approved brands may be tested to determine compliance with technical specifications. If an approved brand is tested and found to not (no longer) meet technical specifications, the bid proposal for the affected item will be rejected.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL INFORMATION:

3.1.1 ITEM DESCRIPTION / ESTIMATED QUANTITIES:

This section provides information for contractors to deliver various poultry products in quantities as specified on the attached pricing sheet directly to DSS at the following address:

Department of the Treasury
Distribution & Support Services
1620 Stuyvesant Avenue
West Trenton, New Jersey 08625-0234

The price sheet may be accessed and printed out by clicking on the appropriate link on the Purchase Bureau webpage for this RFP.

For the purposes of this RFP, some grading and/or technical specifications for each item are also found on the RFP price sheet line items. These "line item" specifications are part of the entire RFP document which constitutes the contract to be entered into with the successful bidder.

The RFP line items listed on the price sheet of this RFP consist of Various Poultry products.

The items listed on the price sheets of this RFP are estimated quantities based upon previous sales for the period of the contract (six months).

***The estimated quantities are based on prior purchases and are to be used for information purposes only. The estimated quantities shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.**

See Section 4.4.7 for Method of Bidding and Price Sheet Instructions.

3.2 DELIVERY REQUIREMENTS

Delivery times greater than 30 days ARO (after receipt of order) will not be considered.

3.3 DELIVERIES AND INVOICING

Orders from any contract awarded as a result of this solicitation will be placed in the estimated minimum shipment quantities listed on each price line item description. Purchase orders will be faxed to contractors in advance. Original purchase orders including payment vouchers will be mailed to contractors. Payment vouchers must be submitted to DSS Accounts Payable for payment.

3.4 USDA CERTIFICATION

The bidder must refer to product specifications contained in this section and/or in the price line item description for any USDA requirements.

3.5 ADDITIONAL REQUIREMENTS

- 3.5.1 Items must be stacked on 48" x 40" four-(4) way grocery pallets before delivery will be accepted at DSS.
- 3.5.2 Items that are floor loaded upon delivery must be transferred to 48" x 40" four-(4) way grocery pallet by the carrier truck driver before delivery will be accepted.
- 3.5.3 Items that are delivered on other than 48" x 40" four-(4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.
- 3.5.4 Pallet exchange is available.
- 3.5.5 Segregation of product is required (when applicable).
- 3.5.6 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.

- 3.5.7 Full pallets must be broken down to a maximum 65 inches in height by the carrier driver.
- 3.5.8 The contractor must deliver quantities awarded and ordered. The contractor cannot change quantities. Overages will be refused at the contractor's expense and shortages will be cause for formal complaint to the Contract Compliance and Audit Unit of the Division.
- 3.5.9 Prices submitted shall be net, FOB Destination for platform (dock) delivery to DSS only in the minimum quantity indicated in each line item description.
- 3.5.10 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from the DSS premises at contractor expense.
- 3.5.11 If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing. DSS reserves the right to cancel all or part of any such order and purchase the item or items elsewhere.
- 3.5.12 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, the State reserves the right to cancel all outstanding orders.
- 3.5.13 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase product elsewhere, charging any increase in price or handling to the contractor.
- 3.5.14 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may immigrate into the product or the product packaging rendering the product unacceptable for use. Presence of any of these conditions will be cause for complete rejection of the delivery. All frozen products shall be in a wholesome and sanitary condition with all cartons sealed at top and bottom and in sound condition at the time of delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product and prevent freezer burn or dehydration. Shipments shall be made in mechanically refrigerated trucks with refrigeration unit operational and interior of the unit at 0 degrees Fahrenheit or below.
- 3.5.15 Damaged Goods Upon Delivery: Shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS.

3.5.16 Unloading Time Limit: Once started, the unloading process may not extend beyond a three (3) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this three (3) hour unloading period has expired.

3.5.17 Delivery due dates are indicated for each item ordered on each PO issued and will take vendors ARO delivery requirement into account. Delivery may be made from Monday through Friday (excluding state holidays) from 7:30 AM on but must arrive in time for delivery to be completed by no later than 3:00 PM. No delivery appointments, trucks will be unloaded on a first come, first serve basis.

3.5.18 Packing Slip Requirement: All deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.

The contractor shall provide, for each delivery, a receipt showing the items being delivered and DSS purchase order number. When a contractor delivers to DSS, it shall obtain proof of delivery signed by an authorized employee of the receiving unit or location. This proof of delivery must accompany the contractor's invoice submitted for payment.

3.5.19 Special Instructions: From time to time DSS may issue special shipping instruction to the contractor, which will supersede the requirements set forth herein. These special instructions will be communicated to the contractor at the time that order is placed and may affect block patterns or carton marking. The contractor shall make adjustments as appropriate.

3.5.20 Carton (Case) Marking Requirement: All shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two adjacent sides so that palletized cartons may be easily identified. In addition to bid proposal specification requirements, the following must be included:

Contents (industry standard item description)
State contract number

Cartons not complying with all marking requirements at time of delivery may be refused and returned at contractor's expense. No marking of post delivery cartons will be permitted at DSS.

3.5.21 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS.

3.5.22 Required Block Patterns:

3.5.22.1 Cases of 6/#10 cans must be palletized in 8 block, 7 high configuration before delivery can be accepted.

3.5.22.2 Cases other than 6/#10 cans must be configured with an interlocking block pattern, which must be consistent throughout the load for like items. Stretch wrapping or taping is required for all palletized loads.

3.5.22.3 Palletized loads should be built to a maximum height of 51" for frozen products and 65" for non-frozen products.

3.5.22.4 Standards for height and block patterns can be obtained by calling DSS prior to delivery.

3.5.23 USDA Requirements (If required in this RFP and specified in Section 3.0 Scope of Work):

3.5.23.1 Product offered shall be of the latest season's pack available as of the effective (start) date of the contract. References for determining latest season's pack and shelf life are:

3.5.23.1.1 USDA Seasonal Marketing Guide for Fresh Fruits and Vegetables (Latest Edition).

3.5.23.1.2 USDA Handbook-Usual Planting and Harvesting Date in Principal Producing Areas (Latest Edition).

3.5.23.1.3 USDA Handbook-Fruits and Tree Nuts: Blooming, Harvesting and Harvesting Dates (Latest Edition).

3.5.23.1.4 USDA File Code:145-A-3: Requirements for "Latest Season Pack".

3.5.23.1.5 Department of Defense (DOD) Publication - DOD 4145.19-R-1 Storage and Materials Handling.

Contractor/packers will be required to make such records available to the USDA inspector/grader as may be necessary to document and confirm the month and year of pack. General statements, such as a letter from the contractor/packer indicating that the product is of "latest season pack", will not be acceptable unless the month and year of the pack is included in such letter or statement.

3.5.23.2 The bidders awarded contracts for items which require USDA inspection and certification must forward copies of all specifications, terms and conditions and item descriptions from the original specifications to the entity which is preparing the item for inspection, certification and delivery. Failure to forward this information may delay USDA certification and in turn delay delivery to DSS. Failure to comply with this requirement may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

3.5.23.3 For all shipments (canned, dried or frozen) requiring certificates of grading (USDA –USDC) the certificate must accompany each delivery to DSS. Goods delivered without required certification may be rejected at vendor's expense.

Official USDA roll stamping on each case is also required for all shipments that require a USDA grading certificate. If shipment arrives with case stamping but no certification it will be placed on hold for a maximum of three (3) working days pending fax receipt of appropriate certificate. Failure to provide acceptable certification within 3 working days will result in this conditional acceptance being revoked and storage charges being assessed commencing on the fourth (4th) day and continuing until the shipment is removed from DSS premises. Cash discount terms will be predicated on the date that the delayed certification is received. All costs of inspection and certification will be paid by the vendor.

3.5.23.4 The bidder's signature on the front page of this solicitation will verify and acknowledge that the bidder has ready access to and will provide USDA

grading, certification and case stamping as required in each line item description.

3.5.24 Nutritional Data Sheets

If requested by the State, the contractor must furnish nutritional data sheets to DSS within five (5) days of such a request.

3.6 GENERAL REQUIREMENTS FOR ALL POULTRY PRODUCTS

All products solicited for in this request for proposal shall meet the following requirements for poultry products:

3.6.1 REGULATIONS REQUIREMENTS:

The delivered products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product within the commercial market place.

3.6.2 PREPARATION AND PROCESSING:

All preparation and processing described in the detailed specifications shall be completed subsequent to the date of award. The product shall originate and be produced, processed and stored in plants regularly operating under the poultry products inspection regulations. All raw poultry used shall be fresh killed.

3.6.3 METAL DETECTION:

All further processed products, prior to final packaging, shall be examined by a metal detection device capable of detecting metals that might be present. Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the poultry division (AMS).

3.6.4 FREEZING PACKAGING:

All products to be delivered in a frozen state shall be frozen to an internal temperature of 0 degrees Fahrenheit or below as determined by USDA. The product shall be preserved, packaged, packed in cases and marked in accordance with good commercial practice. Shipping containers shall comply with the national freight classification or uniform freight classification, as applicable.

3.6.5 INSPECTION AND QUALITY ASSURANCE CHECK:

The Quality Assurance inspector at Distribution & Support Services will inspect all products upon receiving and draw samples at random. The samples will be analyzed by the DSS Quality Assurance lab to ensure that product continues to meet the specifications and requirements. Failure to meet specifications and requirements will cause any delivery to be rejected. The contractor shall immediately replace the rejected shipment within five (5) working days, at no additional cost, or risk loss of contract for non-performance.

3.6.6 MARKING AND LABELING:

Each shipping container shall be legibly labeled to show the contract number, purchase order number, net weight, and USDA grade mark, USDA inspection mark, plant number/name and

address and the date of packing (day, month, year).Each shipping container shall also be marked "store at 0 degrees Fahrenheit or below".

All shipping cartons shall be marked as required above on adjacent sides so as to be viewable when palletized.

3.6.7 BIDDERS SUBMISSION:

Upon request, bidders must submit product data sheets for items which do not have a qualified product list (QPL) in the item description within five (5) working days. This data sheet should list nutrient profiles including, but not limited to, fat content, sodium content, calories, and chemical analysis.

3.7 SPECIFICATION FOR CHICKEN BREAST, RAW – LINE ITEM #00002

State of New Jersey

Scope: This specification covers individually frozen, four ounce, uncooked, un-breaded chicken breast portions. The chicken breasts must also be boneless and skinless. The product must be packed 48/4 oz. portions per case in commercially acceptable containers suitable for institutional use.

Salient Characteristics:

Basic Processing Requirements: The chicken breasts shall have been produced and processed within a USDA-FSIS approved plant containing the USDA inspection service. Slaughtering, eviscerating, processing, preparation, formulation, and individually frozen temperatures shall be in accordance with the Food Safety and Inspection Service, Meat and Poultry Inspection Regulations (9 CFR Part 381). Boneless and skinless portions can be cut in any manner complying with 7 CFR Part 70. The chicken breasts can be prepared with or without rib meat. The product shall be processed, packaged, and placed in a freezer within seven (7) calendar days after slaughter. The product shall be chilled in accordance with 9 CFR 381.66. If the product is not individually frozen or placed into a freezer after chilling and processing, it must be held at a room temperature not higher than 36 deg. F and not lower than 26 deg. F. The portions shall be frozen in a manner that will prevent them from sticking together after freezing. The packaged product shall be frozen to an internal product temperature of 0 deg. F or lower within 72 hours of entering the freezer.

Ingredients: Only breast meat with or without rib meat in natural proportions can be used to process the final product. No mechanically deboned or omminuted chicken meat can be used within this product. No monosodium glutamate (MSG) is permitted in this product.

Chemical Analyses: The following nutritional criterion is required within the final chicken breast product:

Test	Requirement
Fat Content	6.0 % Maximum
Salt Content (NaCl)	0.35 % Maximum
Sodium Content (mg. per 100 g. product)	130 mg. Maximum

Analytical Testing Requirements and Methods: The test results shall be reported to the nearest 0.1 percent. Any results not conforming to the above requirements shall be cause for rejection of the lot or shipment. Chemical Analyses shall be conducted in accordance with the following methods of the Official Methods of Analyses of the AOAC:

Test	Method Number
Fat Content	960.39, 976.21, or 985.15
Salt Content	935.47

Packaging/Labeling: The end product breasts must weigh individually a minimum of four (4) ounces each. The individual breasts must be either IQF or packaged in portioned trays. If packaged in portioned trays, the master case must contain layers that are separated by standard wax sheet dividers. The master case must contain either four (4) layers with twelve (12) breasts each or six (6) layers with eight (8) breasts each per case. All layers must be contained within the master case by a polyethylene liner possessing a minimum thickness of 1 mil. The total weight of each case must be a minimum of 12 lbs. Standard labeling is required on each individual case on adjacent sides. Each case should contain the product description, product code number, # of units per case, and all other necessary information stated in the solicitation within the standard labeling. The chicken breasts shall be preserved, packed, labeled, and cases marked in accordance with good commercial practice. Commercial labeling and packaging, as may be augmented by the solicitation, contract, or purchase order, shall be acceptable. Shipping containers shall comply with the National Motor Freight Classification or Uniform Freight Classification, as applicable.

Contractor's Certification: By submitting an offer, the contractor certifies that the product offered meets the specified salient characteristics and requirements of this specification; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage/handling procedures.

Regulatory Requirements: The delivered product shall comply with all applicable Federal and State mandatory requirements and regulations, relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace. Delivered product shall comply with all applicable provisions of the Meat and Poultry Products Inspection Acts and regulations promulgated there under. Delivered product shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.

Shelf-Life: The final product must exhibit a minimum shelf-life of 12 months stored at 0 degrees F.

3.8 SPECIFICATION FOR CHICKEN QUARTER PIECES – LINE ITEM #00003

NEW JERSEY SPECIFICATION #2568-005-10

1. General Requirements:

Chicken shall be US Grade A from USDA Grade A whole broiler/fryer Chickens (no neck or giblets). Poultry shall be processed subsequent to the date of contract. Ready to cook chicken shall have been eviscerated warm followed by immediate chilling to 40 degrees Fahrenheit or below. The packaging and placing of the chilled product into the freezer shall be accomplished within 48 hours from time of slaughter. When packaging of the product is not accomplished immediately after chilling, the poultry shall be maintained at a temperature of 36 degrees Fahrenheit or lower during the holding period. The time between packaging and placing in freezer shall not exceed 6 hours. Chicken quarters shall be frozen in such a manner that the internal temperature of the packages will be 0 degrees Fahrenheit or below, within seventy-two (72) hours of entering the freezer. Grading shall be done prior to packaging.

Chicken quarter pieces shall conform to the current requirements of Federal Specification PP-C-248 "Chickens and Chicken Parts" (ready to cook), chilled and frozen, Type II, Class I, Style 3 without necks and giblets.

Chicken quarters, USDA Grade A, ready to cook, frozen without necks or giblets, made from grade whole birds, 2 1/4 to 3 1/4 pounds, 2 per bag, 8 bags per case for a total of 64 quarters per case, exact piece count required. Hind and front parts may be mixed in the bag.

Each container shall be stamped with USDA contract compliance stamp and carry USDA inspection legend and grade mark. Each container of product shall contain not less than 40 lb. and 64 quarter pieces.

2. Packing and packaging:

Ready to cook chicken quarters shall be packaged in a poly film bag. Product shall be packed in good commercial fiber containers which will not break down under pressure or moisture. Wooden containers are not acceptable.

The containers shall be securely closed by use of a filament reinforced freezer type tape or strapping having a heat sealed or comparable friction weld joint.

3. Inspection and check loading:

After freezing and prior to loading at point of shipment, each lot of commodity shall be examined by a USDA licensed grader for identity, condition, internal temperature (temperature shall not exceed 0 degrees Fahrenheit), markings, labeling, packaging, net weight (test weight to be performed) and any other contract requirement. After it is determined that the product complies with all contract requirements, the grader shall stamp each shipping container with the USDA contract compliance stamp.

It shall be the responsibility of the contractor to check the vehicle used in delivery for sanitary conditions, such as: pre cooling, proper loading, bracing, and is in compliance with all contract requirements. The vehicle is adequately pre-cooled when the interior temperature at the time of opening is 0 degrees Fahrenheit or lower. No loading is to be authorized unless these conditions are met.

3.9 SPECIFICATION FOR BREADED CHICKEN FILLETS – LINE ITEM #00004

State of New Jersey #2568-005-07

Scope:

This specification covers individually frozen, precooked, breaded, chunked and formed chicken fillets, packed in 10 pound cases, 40/4 oz. pieces per case.

Weight:

The individual quick frozen (IQF) breaded chicken fillets must weigh a minimum of four (4) ounces each and there must be a minimum of forty (40) pieces contained within each ten (10) pound case.

Salient Characteristics:

The chicken fillets shall have been produced and processed from broiler/fryer chickens which have been produced, raised, and processed in the United States, or its territories and possessions. The slaughtering, eviscerating, and processing of chickens; preparation; formulation; cooking; individually frozen and frozen (temperatures) shall be in accordance with

the USDA Food Safety and Inspection Service (FSIS), Meat and Poultry Inspection Regulations (9CFR Part 381). The chicken fillets must have been processed, packaged, and frozen in a USDA-FSIS approved plant and all individual deliveries to the State of New Jersey DSS warehouse must arrive no more than 60 days after final processing.

Ingredients:

Chicken: Only breast meat with rib meat and other white chicken meat (first and second wing portion and scapula) in natural proportions shall be used to produce the products. The chickens from which the breast with rib meat and other white meat are derived shall be fresh chilled broiler/fryers. The chicken used may be offered as carcasses, bone-in parts, or boneless meat.

Unacceptable chicken meat: No mechanically deboned (comminuted) chicken meat, previously frozen chicken meat, or previously cooked chicken meat may be used in these products.

Sodium tripolyphosphate: Only Food Grade sodium tripolyphosphate shall be used.

Salt: Salt shall be iodized or noniodized, white refined sodium chloride with or without anti-caking agents.

The use of monosodium glutamate (MSG) is prohibited.

Ingredient Characteristics: The ingredients used to prepare the breaded chicken fillets shall be chicken, sodium tripolyphosphate and salt, in the amounts described below; water (optional, in the amount specified below); and batter/breading ingredients. No shin is permitted.

Sodium tripolyphosphate: The sodium tripolyphosphate shall not exceed the levels permitted by the Poultry Products Inspection Regulations (9 CFR Part 381) of USDA.

Salt: Not more than 1.25 percent (by weight of the total chicken meat) shall be used.

Water: Marination is not required; however, water may be used as a carrier for the phosphate and salt. When used, the water shall not constitute more than 2 percent of the total weight of the chicken meat. If water is used, the phosphate and salt must be mixed with the water and added as a solution to the meat during mixing/blending.

Batter/breading ingredients: Only commercially prepared batter/breading ingredients (not artificially colored) commonly used or the type of product specified shall be permitted.

Preparation and processing:

Preparation: All preparation and processing described below shall occur subsequent to the date of award. The product shall be processed, packaged and packed, and placed in a freezer within seven (7) calendar days after the day the chickens are slaughtered. Each fillet shall be produced from chunked and formed white chicken meat, which is formulated, batter/breaded, cooked, and individually frozen in compliance with the requirements below.

Preparation of chicken: If presented as carcasses or bone-in parts, the chicken shall be skinned and the bones removed. The boned and trimmed chicken meat may be used as removed from the carcass or may be reduced in size by passing the chicken meat once through a kidney plate with openings of 2.50 inches in the least dimension. Fine grinding (less than dimensions shown), chopping (silent cutter, hydroflaker), or flake cutting of the chicken meat is not permitted.

The boned and trimmed chicken meat shall be free of bone greater than 0.30 inch; and shall contain no (a) cartilage, ligaments, tendons, or coarse connective tissue greater than 0.50 inch in any dimension; (b) skin, bruises, or blood clots greater than 0.25 inch in any dimension; or (c) arteries, veins, or discolorations which exceed 1 inch.

The chicken meat shall be (a) used as removed from the carcass, or (b) reduced in size as detailed above.

Mixing and forming: The chicken meat shall be mixed with salt, sodium tripolyphosphate, and water (water is optional) in accordance with the Poultry Products Inspection Regulations. The mixed product shall be mechanically formed to comply with the product weight requirements. The thickness of the plate used to form the fillets or nuggets shall be approximately 3/8 inch.

Batter/breading: The formed chicken fillets shall be uniformly coated with batter and breading. All batter and breading shall be applied by machine. Combined batter and breading shall not exceed 28 percent by weight of the uncooked breaded product weight.

Cooking: The product shall be cooked by any method or combination of methods allowed by the Poultry Products Inspection Regulations. An internal product temperature of 160 deg. F shall be obtained during cooking. No coconut, palm kernel, or other tropical oils shall be allowed in the cooking process. The deep fat fryer oil shall be continuously filtered and the equipment cleaned on a daily basis.

Freezing: The cooked product shall be chilled and individually frozen by a method in accordance with the FSIS requirements, so that individual fillets or nuggets do not stick together after freezing. Immediately after individual freezing, the product shall be placed in a freezer held at 0 deg. F or below. The internal product temperature shall be lowered to 0 deg. F or lower within seventy-two (72) hours from the time the product enters the freezer. The internal product temperature shall not exceed 0 deg. F at the time of shipment and delivery.

Metal detection: All products will be examined by a metal detection device capable of detecting metals that may be present in the product. The metal detection device shall be accepted by FSIS, and the procedures used shall be appropriate for the depth of the detection field of the device and the sensitivity of the device. The examination shall be by (a) presenting the product in its smallest dimension (thickness) within the detection field of the device, and (b) examining the product prior to packaging, or after packaging, or in a shipping container. The contractor will test the metal detection device by methods applicable to the device, under the supervision of USDA. The frequency of testing will be according to the Poultry Division's online procedures. These guidelines do not relieve the contractor of its responsibility to provide a safe product. Any product suspected of containing or found to contain metal will be handled according to and the disposition of the product determined by FSIS procedures.

Finished product requirements: The cooked product shall comply with the following requirements:

Net Weight: The net weight of the cooked breaded fillets must be a minimum of four (4) ounces.

Foreign Material: Fillets shall contain no (a) foreign material (e.g., dirt, hair, grease, insect parts, metal); (b) foreign color(s); or (c) foreign odors or flavors (e.g., stale, sour, rancid, musty, and moldy).

Defects: Fillets shall not be (a) fractured (separated into two or more separate pieces), (b) scorched or burned; or (c) soggy, excessively oily or greasy, or sticky. The cooked, breaded fillets or nuggets shall not (a) have more than one area of missing or not completely cooked

batter/breading; or (b) contain lumps (outcropping of breading on the surface of the fillet or nugget) or ridges (excess breading which projects at the surface of a fillet or nugget).

Amount of Batter/Breading: The combined batter and breading of each cooked breaded fillet or nugget shall not exceed 28 percent by weight of the uncooked breaded fillet or nugget weight.

Edible Portion of Chicken Meat: The total edible portion of chicken meat excluding batter and breading shall be a minimum of 72 percent.

Sodium Content: The finished product shall contain a maximum of 140 milligrams of Sodium per one ounce of finished product.

Color: Cooked breaded fillets and nuggets shall have a golden brown color within the tolerances of the current edition of the Poultry Division's color control guidelines.

Packaging/Labeling: The finished product must be packaged 40 / 4 ounce pieces per ten (10) pound case. The product shall be enclosed in vapor and moisture proof plastic film bags within commercially acceptable corrugated cartons. Each carton must contain a minimum net weight of ten (10) lbs. All pieces shall be free from clumping or sticking together. The carton shall bear the manufacturers standard product code label with the brand, model number, and ingredients listed. The label shall also list the net weight and number of pieces. An official USDA plant number insignia must also appear on the label.

Shelf-Life: The finished frozen product shall possess a minimum shelf-life of twelve (12) months.

3.10 SPECIFICATION FOR RAW, GROUND TURKEY/MECHANICALLY SEPARATED TURKEY – LINE ITEM #00005

NEW JERSEY SPECIFICATION #2950-04-00-A

Description:

Fresh Ground Turkey must be prepared from USDA inspected, freshly slaughtered (never frozen), young turkey. Ground turkey may consist of any blend of the following, which meets the requirements of the analytical data list below: Dark meat (including desinewed drum and thigh), White Meat (including wing, neck, and breast) and skin in natural proportions. If the product is labeled using the terminology listed below in the following table, the percentages should agree with the requirements in the Label Terminology Table.

Label terminology	Percent light meat	Percent dark meat
Natural proportions.....	50-65	50-35
Light or white meat.....	100	0
Dark meat.....	0	100
Light and dark meat.....	51-65	49-35
Dark and light meat.....	35-49	65-51
Mostly white meat.....	66 or more	34 or less
Mostly dark meat.....	34 or less	66 or more

Ground turkey shall be ground and processed in accordance with the latest edition of the USDA PY Announcement for Turkey and Turkey Products, as amended and superceded

by this specification. Ground turkey shall be similar in size, color, and appearance to that of ground beef.

If the finished product is Mechanically Separated Turkey, then the product must be in compliance with Title 9 CFR, part 381.173 and part 381.174. The paste like form and consistency shall not have a bone solids content of more than one (1) percent. At least 98 percent of any bone like particles present in the Mechanically Separated Turkey shall be smaller than 1.5 millimeter in their greatest dimension and there shall be no bone like particles at all that are greater than 2.0 millimeters in their greatest dimension.

The calcium content of Mechanically Separated Turkey shall not exceed 0.235 percent in accordance with 9 CFR part 381.173.

The product must be produced in accordance with all USDA regulations, FDA, and State of New Jersey Department of Health Sanitary Codes.

Temperature:

The temperature of the turkey product shall be in accordance with USDA PY Announcement for Turkey and Turkey Products and 9 CFR 381 at all times during the desinewing, blending, grinding, packaging, and all processing steps up to and including placement into freezer.

Freezing and Packaging:

The fresh ground turkey or mechanically separated turkey shall be immediately packaged in 10 lb. polyethylene bags and frozen to 0 degrees Fahrenheit in accordance with 9 CFR 382 so that individual packages do not stick together. After packaging the product is individually quick frozen in vapor and moisture proof polyethylene bags (2 mil thickness or equal). The bags shall be securely tied with disposable plastic ties or metal clips. The bags are packed in a fiberboard master case which shall be sealed. Bags and containers are to be stored at 0 degrees F. Product shall not be held in the frozen state longer than 60 days prior to shipment.

Chemical Analytical Data:

<u>Test</u>	<u>Requirement</u>
Fat Content	15 % maximum
Protein Content	13 % minimum
Ash Content	1.20 % maximum
Moisture Content	70 % maximum
Sodium Content	30 mg. per oz. maximum
Rancidity	None

Microbiological Data:

This product must be free from Salmonella and all other harmful organisms.

Shelf Life:

The delivered finished product must have a minimum of six (6) months remaining on it's shelf-life at the time of delivery to either DSS or South Woods State Prison and it must be delivered at 0 degrees Fahrenheit. The preferred total shelf-life of this product is a minimum of 9 months total from the date of production stored at 0 degrees F.

Packaging Size:

Each master container shall have a net weight of 20 lbs. (2 / 10 lb. plastic casings per case).

Deliveries:

Please note that deliveries to Distribution & Support Services (DSS) and to South Woods State Prison in Bridgeton, NJ are required. Only a single bid price is to be submitted for both delivery requirements as listed in the line item descriptions.

3.11 SPECIFICATION FOR RAW TURKEY ROAST – LINE ITEM #00006

State of New Jersey

Scope:

This specification covers Frozen Raw Boneless Turkey Roasts for food service institutional use within the State of New Jersey. The finished product shall also be netted and seasoned. It shall be classified as a raw product which is oven-ready.

Packaging:

The product shall be packaged with four (4) / 8-12 lb. roasts per master case and be fully frozen. Roasts shall be netted and packaged in commercially acceptable moisture proof casings that are securely closed.

USDA Certification:

The shipment must be accompanied by a USDA PY210 certificate certifying the product as Grade A. The meat shall be derived from young turkey.

Size:

The finished product must be within the range between 9 inches to 17 inches in Length, and between 4 inches to 7 inches in Diameter.

Product Formulation:

The following categories must be in compliance with the required formulation:

<u>Ingredients</u>	<u>Percentage</u>
Breast Meat (scapula and 1 st wing meat portion permitted if attached)	47.0 % minimum
Thigh Meat	34.0 % maximum
Skin	12.5 % maximum
Water	5.0 % maximum
Salt	1.0 % maximum
Sodium Phosphate	0.5 % maximum

Processing / Manufacturing:

The meat shall be derived from the breast and thigh. Meat must be in recognizable portions; i.e. whole, half, or quartered breasts, tenderloins, complete thighs, or thighs with no more than one-half of the meat missing. The scapula portion and first wing portion may be used, provided that it is attached to the breast. Fatty blubber and spongy fat must be removed from the breast meat in the crop cavity. Mechanically deboned turkey (comminuted, ground, chopped, or desinewed) cannot be used.

Tendons, bones, cartilage, blood clots, and discolorations must be removed from the meat.

The sodium phosphate shall be thoroughly mixed with the water prior to addition of the salt. The resulting solution shall be incorporated in the meat by tumbling or massaging.

Fabrication Methods:

The turkey may be fabricated by hand, or mechanically formed and stuffed, as follows:

1. The mechanical process must: (a) result in finished roasts with recognizable pieces of breast meat and thigh meat, pieces of intact whole breast and thigh muscles; (b) not intermingle the breast meat and thigh meat; (c) result in a lengthwise layering effect of the breast meat and thigh meat throughout the length of the finished roast; (d) not interfere with the uniform distribution and the appearance of the skin covering; and (e) be approved in writing by the USDA Poultry Division.

2. For hand-formed or hand-stuffed roasts, pieces of breast and thigh may be cut from recognizable portions of meat and removed during fabrication of the roast to facilitate meeting the percentage of breast and thigh meat. One piece of breast and one piece of thigh may be cut from the recognizable portions of meat and added to the roast during fabrication to meet the percentage of breast meat or thigh meat.
3. A minimum of 50 percent of the outer roast surface shall be covered by skin. Skin must be uniformly distributed over the outer surface of the roast and may overlap without limit in all areas provided (a) the fatty tissue has been removed from the sternal and pectoral feather tracks, (b) the percentage of the skin does not exceed the maximum amount listed in the formula, and (c) the areas are smooth in appearance. When fat is not removed from the sternal and pectoral feather tracks, no overlapping is permitted in these areas. Skin cannot be used in the interior of the roasts.

Freezing Process:

Roasts must be placed in a freezer within 4 hours of fabricating and shall be frozen to an internal temperature of 0 degrees F (-17.8 degrees C) or lower within 72 hours of entering the freezer.

Shelf-Life:

This frozen product must possess a minimum shelf-life of 8 months stored at 0 degrees F.

3.12 SPECIFICATION FOR PULLED CHICKEN – LINE ITEM #00007

State of New Jersey

Pulled chicken product must meet USDA current year PY announcement specification w/exception that product is "pulled" rather than diced and including but not limited to the following:

Fully cooked pulled chicken white and dark meat in natural proportions.

No skin, no fat, no additives or marinating is permitted.

Product is individually quick frozen IQF and packed 10 lbs. per case/carton.

Product must be produced in USDA inspected plants only and each case/carton will display the required USDA seal/stamp.

3.13 SPECIFICATION FOR TURKEY HAM – LINE ITEM #00009

Product description: Turkey ham, chunked and formed, frozen, 2 – 9 to 11 lb. casings or 2 – 7 to 9 lb. casings per case.

General requirements: The ham must be produced in a plant with USDA-FSIS inspection service.

An official USDA poultry department "certificate of condition" is required with each shipment. This product must be fabricated according to the Food and Drug Administration CFR Title 9 Part 381.71.

Ingredients: Turkey thigh meat, water, salt, dextrose, sodium phosphate, sodium erythorbate, sodium nitrite, spices and flavorings.

Formulation

Ingredients

Turkey thigh meat

Water/ice

Salt

Dextrose/corn syrup solids

Sodium phosphate

Sodium erythorbate/sodium ascorbate

Sodium nitrite

Percentage

75% minimum

20% maximum

2% maximum

2% maximum

0.5% maximum

700 ppm maximum

200 ppm maximum

Microbiological analyses:

Standard plate count <1000 per gram

Yeast/mold <100 per gram

Coli forms <10 per gram

E coli negative

Coagulase+ staphylococcus negative

Salmonella negative

Processing:

Product must be cooked to a minimum of 155 degrees f. The product shall be packaged in 9-11 lb. casings or 7-9 lb. casings of finished product. Each casing of product must be labeled. Product must be packed two 9-11 lb. or 7-9 lb. units per master case. The casing can be round or oval shaped. Product shall be frozen to 0 degrees F or below within seventy-two (72) hours of entering the freezer.

Shelf life: Product must have a guaranteed minimum frozen shelf life of one (1) year.

3.14 SPECIFICATION WHOLE CHICKEN LEGS – LINE ITEM #00011

NJ Specification #2568-005-14

Salient Characteristics:

Basic Requirements: Chicken must be of U.S. Grade A. Slaughtering, eviscerating, processing, chilling and freezing shall be in accordance with Food Safety & Inspection Service Meat and Poultry Inspection Regulations (9 CFR Part 381). Grading shall be in accordance with the regulations and the U.S. Standards and Grades for ready to cook poultry OM 7 CFR Part 70. Grading shall be done prior to packaging and shall be performed under the supervision of a USDA Grader. The product shall meet all requirements for U.S. Grade A.

Types, Classes and Styles: The Chicken Whole Legs must comply with the requirements of Commercial Item Description #A-A-20197 entitled Chickens and Chicken Parts, Ready to Cook, Chilled and Frozen. The Whole Legs shall be Type II Frozen Ready to Cook and must meet the following requirements:

The product shall be processed, packaged, packed and placed in a freezer within seven (7) calendar days after slaughter. The product shall be chilled in accordance with 9 CFR 381.66(b). The product shall be placed in a freezer within 48 hours after packaging and packing. If the chilled product is not placed in a freezer immediately after packaging or packing the commodity

must be held at a temperature not higher than 35 degrees (F) and not lower than 26 degrees (F). The packaged or packed commodity must be frozen to an internal product temperature of 0 degrees (F) or lower within 72 hours from the time of entering freezer.

The Whole Leg shall be Style 8 - Parts. The individual portion size shall have a weight range between 8.0 and 11.0 ounces.

The leg must be a whole leg product with NO BACK ATTACHED.

Certification: Each delivery must be accompanied by a PY210 USDA Certificate certifying compliance to N.J. Specification #2568-005-14.

Packaging and Packing: Each container shall be stamped with a USDA Contract Compliance Stamp and USDA Inspection Legend and Grade Mark. Each container shall be layer packed with an appropriate material to prevent product adherence. The layer pack requires a 2 minimum polyethylene liner for the entire contents. The master container may be a 30 - 40 lb. case comprised of 8.0 to 11.0 ounce whole legs with a maximum weight of 41 lb. Product shall be packaged in good commercial fiber containers in accordance with current commercial practices that are commercially acceptable for institutional type packaging and packing. Closure of master containers shall be secure and made with commercially acceptable reinforced tape, adhesive or similar types of materials that are applicable for cold temperature storage conditions and provide for safe handling of the product.

3.15 SPECIFICATION FOR BREADED CHICKEN NUGGETS – LINE ITEM #00012

State of New Jersey

Scope: This specification covers individually frozen, fully cooked, ground/chopped and formed, breaded, seasoned or unseasoned, chicken nuggets. The product shall be packed in ten (10) pound minimum commercially acceptable cases that contain a minimum of 250 individual nuggets.

Weight: The breaded, individually quick frozen, chicken nuggets shall weigh a minimum of 0.64 ounces and each case must contain a minimum of 250 pieces. The product must be packaged in minimum ten (10) lb. net weight cases.

Salient Characteristics: The breaded chicken nuggets shall have been prepared from USDA inspected raw chicken breast with rib meat added. The chicken breast shall be free from defects. The chicken breast shall not possess any discoloration, off odors or off flavors. The chicken breast shall be fully cooked in accordance with any method or combination of methods permitted by the Poultry Products Inspection Regulations. A minimum internal product temperature of 160 deg. F shall be obtained during the cooking process. This shall be in compliance with 9 CFR, Part 381.150 and Appendix A – Compliance Guidelines for Meeting Lethality Performance Standards for Certain Meat and Poultry Products. The frozen, fully cooked chicken nuggets shall comply with USDA, Food Safety and Inspection Service (FSIS), Meat and Poultry Inspection Regulations, (9 CFR Part 381) and applicable State regulations. The frozen, fully cooked chicken shall comply with the USDA, Food and Nutrition Service (FNS), Child Nutrition Programs, National School Lunch Program (7 CFR Part 210, Appendices A and C).

Ingredients: Chicken: The chicken meat shall be derived from fresh chilled and/or previously frozen (9 CFR 381.65 and 381.66) broilers/fryers.

Unacceptable chicken meat: No mechanically separated (comminuted) or previously cooked chicken meat may be used in these products.

Chicken skin: No chicken skin is permitted within the ingredient formulation.

Raw chicken defects: The chicken meat shall be free of bone and bone fragments, cartilage, coarse connective tissue, tendons, ligaments, and discoloration.

Monosodium glutamate (MSG): No MSG may be added to the meat or to any other ingredient.

Vegetable protein products (VPP): No vegetable protein products shall be added to the formulation for this product. Forbidden vegetable protein products include soy protein concentrate, soy protein isolate, and textured vegetable protein.

Oils: No coconut, palm kernel, or other tropical oils shall be allowed in the cooking process. The deep fat fryer oil shall be continuously filtered.

Batter/Breading: Commercially prepared batter/breading ingredients commonly used for this type of chicken nugget product shall be permitted.

Batter/Breading Combinations and Amount: Combined batter and breading for chicken nuggets, shall not exceed 30 percent by weight. The chicken nuggets shall be uniformly coated with batter and breading.

Chilling and Freezing: The cooked chicken products shall be chilled in accordance with the USDA-FSIS Regulations Directive 7110.3, Rev. 1, Time/Temperature Guidelines for Cooling Heated Products and Appendix B -- Compliance Guidelines for Cooling Heat-Treated Meat and Poultry Products (Stabilization). The cooked chilled chicken products shall be individually frozen in a manner that will prevent the chicken products from sticking together after freezing. Immediately after individual freezing, the product shall be packaged and placed in a freezer held at zero (0) degrees F or below. The internal product temperature shall be lowered to zero (0) degrees F or lower within seventy-two (72) hours from the time the product enters the freezer. The internal product temperature shall not exceed zero (0) degrees F at the time of shipment, and not exceed ten (+ 10) degrees F at the actual time of delivery to the DSS warehouse.

Metal detection: All finished product must be examined by a metal detection device capable of detecting metals that may be present in the product.

Finished Product: The cooked chicken nuggets shall comply with the following requirements:

Appearance and Color: The cooked chicken products shall possess a uniform color characteristic of cooked chicken and the meat shall display no discoloration. The cooked breaded product shall have a golden brown color that is no lighter than the "light tolerance" or darker than the "dark tolerance" shown within the tolerances of the current edition of the USDA, AMS, Poultry Programs color control guidelines.

Odor and flavor: There shall be no foreign odors or flavors such as, but not limited to burnt, scorched, stale, sour, rancid, musty, or moldy.

Texture: The chicken products shall be moist and tender. The chicken product shall not be fractured (separated into two or more separate pieces), scorched or burned, soggy, excessively oily, greasy, or sticky.

Defects: The chicken products shall be free of bone and bone fragments, cartilage, coarse connective tissue, tendons, ligaments, and discolored meat.

Breading Uniformity: The cooked, breaded chicken products shall not contain any portions of breading thickness that are greater than ¼ (0.25) inch. The cooked, breaded chicken products shall contain no lumps (outcropping of breading on the surface of the nugget) or ridges (excess breading which projects at the surface of a nugget).

Foreign Material: The chicken products shall be wholesome and not adulterated. The finished product must not possess any type or form of foreign material and/or contamination from any source.

Physical Analyses:

Test	Min.-Max.
Weight of Nugget	0.64 ounces Minimum
Percentage of Batter and Breading	30 % Maximum
Edible Portion of Meat	70 % Minimum

There shall be no excessive fat or oil displayed on the surface of the finished nuggets. The nuggets shall be free from all types of rancidity, staleness, and foreign odors.

Chemical Analyses:

Test	Min.-Max.
Protein Content	16 % Minimum
Fat Content	10.50 % Maximum
Sodium Content	200 mg. Maximum per one (1) Ounce of finished product
Moisture Content	65 % Maximum

Microbiological Analyses: The microbiological analyses of the finished product chicken nuggets shall not exceed the following limits:

Test	Requirement
Standard Plate Count	< 25,000 CFU per gram
Salmonella	Negative

Test Methods: All analytical testing shall be performed by the DSS Quality Assurance Laboratory in accordance with the latest editions of the Official Methods of Analysis of the Association of Official Analytical Chemists (AOAC) International.

Test Results: The standard plate count shall be reported to the nearest 100th of a percent. Salmonella results shall be reported as positive or negative. The fat, protein, sodium, and moisture content results shall be reported to the nearest 10th of a percent. Any result not conforming to the analytical testing shall be cause for rejection of the sample and/or delivery.

Packaging/Labeling: The finished product must be packaged and enclosed within vapor and moisture proof plastic film bags that are contained within commercially acceptable corrugated cases. Each case must contain a minimum net weight of ten (10) lbs. All pieces shall be free from clumping or sticking together. The case shall bear the manufacturers standard product code label with the brand, model number, and ingredients listed. The label shall also list the net weight and number of pieces. An official USDA plant number insignia must be exhibited on the outside label.

Child Nutrition (CN) Labeling: An official Child Nutrition Label must be displayed on the product label. The label shall state that one nugget provides 2.00 ounces equivalent meat/meat alternate and 1 serving of bread alternate complying with the Child Nutrition Meal Pattern Requirements under the National School Lunch Program of the USDA Food and Nutrition Service.

Shelf-Life: The finished frozen product shall possess a minimum shelf-life of twelve (12) months stored at zero (0) degrees F or below.

3.16 SPECIFICATION FOR BREADED CHICKEN PATTIES – LINE ITEM #00013

State of New Jersey

Product Description:

Breaded Chicken Patties, Fully Cooked, Formed, Breaded and Frozen. Packaging must contain 40 / 4 ounce patties per ten (10) lb. master case.

General Requirements:

The product must be produced in a plant with USDA-FSIS Inspection Services. All processing operations must be in compliance with CFR Title 9, Part 381.

Ingredients:

The ingredients shall include, but not limited to separated chicken, skin, water, salt, and sodium phosphate. Only commercially prepared batter/breading ingredients commonly used for this type of product shall be permitted. Flour used must be enriched.

Preparation and Processing:

The patties shall be prepared from USDA Inspected freshly slaughtered chicken meat (7 CFR Part 70.201 ©). The chilled ready-to-cook chickens and chicken parts must be fabricated into cooked commodity within 7 calendar days after the day the chickens are slaughtered. Within this timeframe, deboned meat and skin from the chickens must be fabricated into cooked commodity within 4 days after deboning.

The temperature of the boneless parts, meat, and skin must not exceed 55 degrees F at any time during the preparation and processing of the chicken patties. The skin shall be emulsified prior to blending with the meat and other ingredients. Water may only be used as a carrier for the salt and sodium phosphate. Water and phosphate are to be thoroughly mixed prior to addition of salt to the solution. Water, salt, and phosphate are to be incorporated as a solution to the meat.

The patties shall be uniformly coated with batter/breading. Batter/breading shall not exceed 50 % by weight of the finished cooked patty weight. The product shall be cooked to a minimum internal temperature of 160 degrees F by a commercially accepted method. Deep fat frying methods shall be with vegetable oils containing approved antioxidants. The oil shall be filtered continuously during cooking. Frying equipment shall be cleaned on a daily basis. The patty color after cooking shall be in accordance with the guidelines contained in the color control on Breaded Chicken chart dated June, 1987, prepared by the USDA Poultry Division. The individual patties shall not be soggy, oily, dry, exhibit overcooking, or have areas of undue flaking or missing batter/breading. The patties must be free of rancidity. They also must be free of metallic, overcooked, burnt, scorched, bitter, and other tastes or odors foreign to properly prepared and cooked product. Tolerance for batter/breading defects will be in accordance with the USDA Poultry Division’s on-line AQL procedures and instructions.

Formulation of Raw Chicken:

The formulation for this product shall begin with the following raw constituents in the percentages shown:

<u>Constituent</u>	<u>Requirement</u>
White Meat	50 % minimum
Dark Meat	35 % maximum
Skin	10 % maximum
Water	3 % maximum
Salt	1.5 % maximum

Sodium Phosphates	0.5 % maximum
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Finished Product Analyses:

Chemical Analyses Requirements:

<u>Test</u>	<u>Requirement</u>
Fat Content	20 % maximum
Protein Content	12 % minimum
Moisture Content	55 % maximum
Salt Content (NaCl)	2.5 % maximum

Physical Analyses Requirements:

<u>Test</u>	<u>Requirement</u>
Percentage of Batter/Breading	50 % maximum

Packaging / Packing:

Product shall be packed 40 / 4 oz. portion patties per master case. The product must be packed in one or two low density polyethylene plastic liners within the master case. The plastic liners shall be securely closed or sealed. Product shall be IQF in order that product does not stick together after packaging in shipping containers. The product shall be frozen to a temperature of zero (0) degrees F or lower within 72 hours after processing. This process must be in compliance with FSIS Directive 7110.3. Packing, Marking, and Labeling shall be as specified in the contract and purchase order. The cases shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification. Case labeling shall be in accordance with MIL-STD-123.

Shelf-Life:

The finished product shall possess a minimum shelf-life of one (1) full year when stored in standard frozen conditions of zero (0) degrees F.

3.17 SPECIFICATIONS FOR TURKEY BREAST #00001, DICED CHICKEN #00010 AND TURKEY SAUSAGE PATTIES #00008

See line items #00001, #00008 and #00010 on the pricing sheets for detailed specifications.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/nibgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

4.4.4 SUBMITTALS

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for pricing lines #00003, #00006, #00008, #00010 & #00011 for evaluation and testing purposes are to be made available at no charge and delivered to DSS, at the bidder's expense. The bidder must, within five (5) working days following a request from the State, submit bid samples to DSS. Bid samples will not be returned. QAL at DSS will conduct laboratory tests to assure that the bid samples submitted for pricing lines #00003, #00006, #00008, #00010 & #00011 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines #00003, #00006, #00008, #00010 & #00011. The testing results of the State are final.

A Qualified Product List (QPL) is being used in this procurement for pricing lines #00001, #00002, #00004, #00005, #00007, #00009, #00012 and #00013. The bidder shall only bid a product on the QPL in response to this RFP. Any other submission will not be considered. A bidder offering a qualified brand may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within five (5) working days following a request from the State, submit a bid sample to DSS. A sample submitted will not be returned. QAL at DSS will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Vendors seeking to add brands/models not on the current QPL for future contract reprocurments can contact the buyer for this RFP after contract award. QAL will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurment. Samples will not be returned. The testing results of the State are final. Only those products tested and approved after contract award and prior to issuance of the next RFP may be added to the QPL for the next reprocurment.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been

deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request.

Each bidder is required to hold its prices firm for a period of ninety (90) days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

4.4.7.1 The bidder may bid any one or more of the individual line items found on the price sheet. There are no "all or none" groupings associated with this RFP, therefore, it is not necessary to bid all line items which will be evaluated on an individual basis.

4.4.7.2 For each line item, the bidder must supply any information as requested on the bid pricing sheets. Failure to provide this information will be cause for rejection of the bid proposal. Phrases such as "various packers", "and others", "to be provided at time of purchase order", or names of countries are not acceptable and will be cause for bid proposal rejection.

4.4.7.3 The State requires delivery within 30 days after receipt of order (ARO). Bidders who offer less than 30 days ARO must specify their delivery lead time on Item #17 of the signatory page. Delivery times greater than 30 days ARO will not be considered.

4.4.7.4 The bidder **must** identify delivery days ARO on **item #17 of RFP Signatory Page**.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of six (6) months. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all

or part of two (2) six-month periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

DSS is authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by DSS reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20786.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to

Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made on an individual line item basis with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.